



Status: May 2019

GTC - General Terms and Conditions

of IBS - Technisches Büro GmbH

1. Scope

These general terms and conditions apply to all offers made by our company and to all deliveries and services provided. They also constitute a framework agreement for all further legal transactions which we conclude with our customers and become part of the contract. We do not recognise any conflicting or deviating terms and conditions of the customer unless they are expressly confirmed or approved by us in writing. Deviations from these GTC expressly negotiated in individual contracts and confirmed in writing shall take precedence, and this with simultaneous validity of the remaining provisions of these GTC. These GTC may be extended by supplementary GTC on an order-specific basis.

2. Conclusion of contract

The contract shall be concluded either by the customer's acceptance of the written offer prepared by us, by both parties signing a written contract, by our written acceptance of an offer made by the customer or by our written acceptance of the order form completed in full and signed by the customer in accordance with the company's instructions if the customer has submitted all enclosures required therein. Any amendment and supplement to the contract - including a deviation from these terms and conditions - requires our written confirmation, which can also be made by email, in order to be legally binding. Our customers accept responsibility for the actions, in particular the signing of offers and contracts by persons acting on their behalf, irrespective of whether they are authorised to do so or not.

3. Site inspections, customer's cooperation duties

The customer shall provide us with the documents required for the performance of the contract in the required form in a timely manner and free of charge and shall provide us with all required information. If on-site inspections are necessary for the provision of our services, our customer shall be obliged to participate in the recording of the findings or the inspection at its own expense and risk and, if necessary, to allow access to the corresponding objects or to the component to be checked in such a way that unhindered fulfilment of the contract can take place. Furthermore, the customer is obliged to inform us in good time about the safety training and protective equipment required on site. In particular, the customer shall take all necessary precautions to protect third-party rights. In the course of on-site work, it will usually be necessary to take digital photographs of objects for order-related documentation purposes. The customer must give his consent to this or, if necessary, obtain it from third parties.

4. Official approvals, third party consents

Should our services be required for official permits, we shall not be liable for the permits actually being granted. The price agreed for the provision of our services must therefore be paid even if a permit or authorisation is not granted.

The customer shall obtain any official permits or consents of third parties that may be required for the fulfilment of the contract at his own expense and provide us with evidence thereof. The customer must fulfil his duty to inform independently.



5. Withdrawal

Withdrawal from the contract is only permissible for good cause.

In particular, we are entitled to withdraw from the contract:

- a) if the performance of the agreed activities or their continuation becomes impossible or would be significantly delayed or is not economically justifiable for reasons for which we are not responsible;
- b) if circumstances concerning the customer's lack of solvency or his poor economic situation become known and he does not make an advance payment at our request;
- c) if the customer violates our contractual interests in breach of duty;
- d) if the customer fails to comply with his obligations to cooperate despite being granted a grace period;
- e) if the customer defaults on the agreed payment for a partial service rendered by us despite a grace period having been set;
- f) if the customer directly or indirectly offers, promises or grants a pecuniary advantage to one of our employees on the occasion of the performance of the contract or commits a criminal offence in whatever form in the course of the performance of the contract.

If we are entitled to withdraw from the contract, we retain the right to the entire agreed remuneration.

The same applies in the event of unjustified withdrawal by the customer.

If we are in default with a performance, the customer shall only be entitled to withdraw from the contract after setting a reasonable grace period; the grace period shall be set by registered letter.

In the event of a justified withdrawal from the contract on the part of the customer, we shall be reimbursed for all costs incurred in connection with the preparation or implementation work for the order performance as well as for the services already rendered.

6. Prices, fee for additional services

Our prices are based on our relevant guidelines in compliance with the statutory weekly working hours. Contract services can generally only be carried out during normal working hours. If work is required outside these normal working hours, a separate agreement shall be made. The resulting additional expenditure will be charged to the customer. If, in the course of the performance of the contract, additional services which are not covered by the contract are ordered by the customer or his representative, these shall be provided by us to the extent possible. There is an entitlement to appropriate remuneration for these services.

7. Dates and performance deadlines

The customer is obliged to comply with the contractually agreed deadlines for cooperation in a binding manner. This also applies to the dates specified by us in the confirmation of the order, unless the customer has objected in writing immediately after becoming aware of the date set by us. If fixed deadlines cannot be met for reasons for which the customer is responsible, the customer must notify us immediately. Postponements caused by the customer shall only become binding upon our written confirmation. Additional costs resulting from the above deadline postponements, changes or insufficient provision of documents will be invoiced by us.

We endeavour to meet our promised deadlines and performance periods punctually. However, due to unforeseeable workload or illness or unscheduled official appointments, deadlines may be postponed at short notice, of which we will inform the customer immediately. Compensation for any delay or consequential damage of any kind incurred by the customer as a result is excluded and such postponements do not entitle the customer to withdraw from the contract.

If the start of the performance or the performance itself is delayed and the delay was not caused by circumstances for which we are responsible, the bindingly agreed dates and deadlines, including the "guaranteed" or "fixed" promised dates, shall also be postponed accordingly. In the event of subsequent changes to the scope of services or insufficient or delayed provision of required documents, our obligation to meet deadlines shall lapse. The additional costs incurred in this case due to the delay will be charged by us to the customer.

If the customer does not remedy the circumstances that caused the delay within a reasonable period of time set by us, we shall be entitled to otherwise dispose of the materials, equipment or other services already provided by us for the performance of the service. In the event of the continuation of the performance of services, all deadlines and dates shall be extended by the period of time required for the subsequent procurement of such equipment and materials used elsewhere.



8. Warranty and compensation

We guarantee that our services comply with the respective contractually agreed standards and guidelines. **The warranty period is 6 months from performance of the agreed service to the customer.** We can only comply with professional instructions of the customer - due to our expert position - insofar as these can be professionally represented by us. Our services must be inspected immediately after performance of the agreed service. Any defects in a total or partial performance must be notified by the customer in writing without delay, stating the exact description of the defect, but no later than 30 days after the transmission of this total or partial performance, otherwise the claims under warranty, damages and error shall be forfeited. The burden of proof that the defect was already present at the time of handover/acceptance shall be borne by the customer.

We shall only be liable for direct damage if the customer proves gross negligence or intent on the part of us or our subcontractors. In the event of slight negligence, we shall only be liable for personal injury. Liability for indirect damage and all consequential damage (in particular loss of profit or other consequential damage) is excluded. **Our liability for damages shall expire at the latest 6 months after knowledge of the damage and the damaging party.** Our liability is limited - also for those services that we do not provide in the accredited area - to the minimum liability insurance sum required in the current version of the Austrian Accreditation Insurance Ordinance (Akkreditierungsversicherungsverordnung - AkkVV).

The customer shall be liable for all damages caused by a breach of his obligations and shall indemnify and hold us harmless against any claims of third parties of whatever nature.

9. Prohibition of set-off, retention of payments

The customer is not entitled to set off our claims against his own claims of any kind whatsoever.

In the event of justified notices of defects, the customer shall not be entitled to retain the entire gross invoice amount, but only an appropriate part thereof, except in cases of rescission.

10. Intellectual property and special rights, duty of confidentiality

Plans, sketches, cost estimates and other documents provided by us or created by our contribution remain our intellectual property. The same applies to the rights of use of IT programmes or computer models to which we are entitled. The use of these documents, programmes and calculation models outside of the intended use, in particular the passing on, duplication, publication and making available, including the copying of extracts only, requires our express consent.

In the absence of agreements to the contrary, we shall be free to publish expert reports from the provision of services in whole or in part and to exploit findings from them at our own discretion without reimbursement of costs. Furthermore, we are entitled to cite orders placed as references.

The customer is obliged to maintain secrecy vis-à-vis third parties with regard to the knowledge obtained from the business relationship. The making of sound and video recordings by the customer during our performance of services is not permitted without our express consent.

11. Severability clause

Should individual provisions of this contract prove to be invalid or unenforceable in whole or in part or become invalid or unenforceable as a result of changes in legislation after the conclusion of the contract, the remaining provisions of the contract and the validity of the contract as a whole shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to the meaning and purpose of the invalid or unenforceable provision.

12. Choice of law, place of performance, place of jurisdiction

All contracts shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of performance and payment shall be deemed to be the registered office of our company in 4020 Linz. For any disputes with entrepreneurial customers, the jurisdiction of the competent court in Linz is agreed as the place of jurisdiction.

13. Data protection

The company's privacy policy is available at www.ibs-tb.at/datenschutz.